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# Remote Desktop Support and Software Maintenance Agreement

www.TURNSTILES.us Annual Remote Desktop Support and Software Maintenance Agreement serves you with updates, upgrades, and support services from a qualified Turnstile System Engineer.

## AGREEMENT

### 1. Parties

www.TURNSTILES.us, Inc., a company incorporated the United States having its registered office at 8641 S. Warhawk Dr. Conifer, CO 80433 (the "Provider") and

_____ [Customer Name], having its registered office at
_____ [Customer Address], (the "Customer").

### 2. Definitions

- "Agreement" means this agreement including any Schedules and any amendments.
- "Business Day" and "Business Hours" means the hours of 8 am – 5 pm Mountain Time, Monday through Friday excluding public and private holidays.
- "Charges" means: Amount of payment specified elsewhere in this Agreement; other amounts as may be agreed in writing by the parties.
- "Effective Date" is the date of execution of this Agreement.
- "Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks, and wars);
- "Maintenance Services" means the supply of applicable Support, Updates, and Upgrades to customer.
- "Release" means, in respect of an Update or Upgrade, the release of that content to customer.
- "Schedule" means any schedule attached to the main body of this Agreement.
- "Services" means any telephone or email, or instant messaging support provided to customer.
- "Software" means the software identified in **Schedule 1 (Software Particulars)**.
- "Term" means the term of this Agreement.
- "Update" means a hotfix, patch, or minor version update to the Software.
- "Upgrade" means a major version upgrade of the Software.

### 3. Term

This Agreement shall come into force upon the Effective Date. This Agreement shall continue in force for one year from the Effective Date unless otherwise specified or unless agreement terms are breached.

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## 4. Maintenance Services

4.1     The Provider shall provide Maintenance Services to the Customer during the Term.

4.2     The Provider shall provide Maintenance Services with reasonable skill and care, in accordance with the standards of skill and care reasonably expected from an industry service provider.

4.3     The Provider shall provide Maintenance Services in accordance with **Schedule 2 (Maintenance Service Level Agreement)**.

4.4     The Provider may suspend the provision of the Maintenance Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given the Customer written notice following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.

## 5. Customer Obligations

5.1     Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to the Provider, or procure for the Provider, such:

(a)     cooperation, support, and relevant advice,

(b)     information and documentation; and

(c)     governmental, legal, and regulatory licenses, consents, and permits,

as are reasonably necessary to enable the Provider to perform its obligations under this Agreement.

5.2     The Customer must allow or procure for the Provider, such access to the Customer's computer hardware, software, networks, and systems as may be reasonably required to enable the Provider only to perform its obligations under this Agreement. The Customer has permission to monitor Provider actions performed on their Computer and is expected to end Provider access and change passwords when work is complete.

## 6. Charges

6.1     The Customer shall pay the Charges to the Provider in accordance with this Agreement.

6.2     If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the Customer's written consent before performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer shall not be liable to pay for Charges in this respect.

6.3     All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any taxes.

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## 7. Payments

7.1      The Provider shall issue invoices for the Charges to the Customer at the beginning of the Term.

7.2      The Customer shall pay the Charges to the Provider following the receipt of an invoice, upon which time the Agreement comes into effect and Maintenance Services can be administered. The Customer shall pay the Charges by either debit card, credit card, direct debit, bank transfer, or check, using provided payment details.

7.3      If the Customer does not pay any amount properly due to the Provider under this Agreement, the Provider may cease to provide future Services until Charges are Paid.

## 8. Warranties

8.1      The Provider warrants to the Customer that:

(a)      The Provider has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

(b)      The Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfillment of obligations under this Agreement; and

(c)      The Provider has or has access to the necessary know-how, expertise, and experience to fulfill its obligations under this Agreement.

8.2      All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent, no other warranties or representations concerning the subject matter of this Agreement will be implied in this Agreement or any related contract.

## 9. Limitations and exclusions of liability

9.1      Nothing in this Agreement will:

(a)      limit or exclude any liability for death or personal injury resulting from negligence;

(b)      limit or exclude any liability for fraud or fraudulent misrepresentation; or

(c)      limit any liabilities in any way that is not permitted under applicable law;

9.2      Neither party shall be liable to the other party in respect of any direct, indirect, special, or consequential loss or damage including loss of production, business, contracts or opportunities, revenue, income, profits or anticipated savings. Neither party shall be liable to the other party in respect of any loss or corruption of any data, database or software.

## 10. Force Majeure Event

10.1      If a Force Majeure Event gives rise to a failure or delay in either party performing obligations

under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

10.2      A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:

(a)       promptly notify the other; and

(b)       inform the other of the period for which it is estimated that such failure or delay will continue.

10.3      A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

## 11. Termination and Void of Agreement

11.1      This Agreement may be terminated or rendered void under the following circumstances. In the event that a previous Support Agreement is voided due to these policies, the Customer may purchase and begin a new Agreement under the same conditions moving forward.

(a)       Failure to Adhere to Schematics: Continued support will be voided if the Customer fails to follow provided schematics or instructions.

(b)       Unauthorized Modifications: Any unauthorized modifications made to the provided system will result in the voiding of continued support. Local reprogramming of EntraPASS software is prohibited.

(c)       Purchase Requirements: All hardware and software products used with the system must be purchased exclusively through the Provider. Products obtained from third parties are not covered under the scope of support.

11.2      Either party may terminate this Agreement immediately by giving written notice if the other party commits a material breach of this Agreement.

11.3      Upon termination of this Agreement, all provisions shall cease to have effect, except for those that are expressly stated to survive. The termination shall not affect the accrued rights of either party, and no refunds or exchanges are permitted.

## 12. Subcontracting

The Provider must not subcontract any of its obligations under this Agreement without the prior written consent of the Customer, providing that the Customer must not unreasonably withhold or delay the giving of such consent.

## 13. General

No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach. This Agreement shall be governed by and construed in accordance with United States law.

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**SCHEDULE 1 (SOFTWARE Particulars)**

This Schedule 1 sets out the Identification of Software:

- EntraPASS Global Edition Software
- EntraPASS Corporate Edition Software
- EntraPASS Special Edition Software
- EntraPASS accessory Software group
  including but not limited to: EntraPASS Redundancy Server, EntraPASS Card Gateway, EntraPASS Video Vault, EntraPASS Active Directory, EntraPASS Web, and EntraPASS Go.
- Windows Operating System Software

**SCHEDULE 2 (MAINTENANCE Service Level Agreement)**

**1. Introduction**

This Schedule 2 sets out the service levels applicable to the Maintenance Services.

**2. Updates**

2.1     The Provider shall give the Customer up-to-date information upon request about any Update available for the customer's system and software. The Provider shall give the Customer 1 Software and 1 Firmware Update within the Term as determined by the Provider to be beneficial.

2.2     Updates shall remain available for the Term of this Agreement and while the update is supported. If the customer has missed an Update, it shall remain available in its original version or in the newest or most beneficial version.

2.3     The Provider shall apply each Update to the Software with the permission of the Customer.

**3. Upgrades**

3.1     The Provider shall keep the Customer reasonably informed during the Term of its plans for the release of Upgrades. Except to the extent that the parties agree otherwise in writing, the Provider shall have no obligation to release Upgrades with features requested by the Customer or to consider the opinions of the Customer in relation to plans for the release of Upgrades.

3.2     The Provider shall install or otherwise make available any Upgrades the Customer has purchased from the Provider.

3.3     The Provider shall apply each Upgrade to the Software with the permission of the Customer.

**4. Technical Support**

4.1     Provision of Services. Subject to the terms and conditions of this Agreement, the Provider shall use commercially reasonable efforts to provide you with the Services during the Term provided that you have not exceeded (a) 24 incidents; or (b) a commercially reasonable number of Incidents as determined

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by the Provider. The Provider shall use commercially reasonable efforts to provide the Services during Business Hours, except in the event of a Scheduled Service Outage or an Unscheduled Service Outage.

4.2     Scope of Services. www.TURNSTILES.us will provide the Services only in connection with Incidents that it determines are related to the Software or any third-party applications included with the Software. www.TURNSTILES.us will not provide the Services for Incidents that it determines are related to third-party software not included with the Software, operating systems, hardware, or networks unless it determines, on a case-by-case basis and in its sole discretion, that such issues are reasonably related to the Software, or any third-party applications included with the Software. The Provider will only provide support for Software licensed through The Provider and when the license is active.

4.3     Web, Email, and Telephone Support. www.TURNSTILES.us shall use commercially reasonable efforts to provide the Services via its website or via email communications. The Provider will provide Telephone Support on a per-Incident basis. One Incident of Telephone Support can involve multiple telephone communications until the Provider closes the Incident pursuant to Section 4.7 Resolution of Incidents. The Provider may on a case-by-case basis and in its sole discretion elect to provide support via telephone free of charge if it deems it necessary to do so in the event of a critical incident. www.TURNSTILES.us shall provide the Services, and all Incidents shall be submitted in the English language only.

4.4     Remote Location of Services. www.TURNSTILES.us shall use commercially reasonable efforts to provide the Services at any facility designated for the provision of Services. Services are Remote and performed via the Internet and shall not be performed "on-site," however the Web Server of the Customer may be located nearly anywhere provided it can be remotely accessed via the Internet.

4.5      Priority of Support. The Provider will use commercially reasonable efforts to prioritize its response to Incidents depending upon the level of support applicable to such Incidents in the following order: Telephone Support, Ultra Priority Support, Priority Support, Standard Support, and Complimentary Support. Notwithstanding the foregoing sentence, the Provider may elect to prioritize its response to a given Incident depending upon the relative severity of the support issues reported in other Incidents pending regardless of the level of support applicable to such Incidents.

4.6     Support Levels. Subject to Section 4.5 Priority of Support, the Provider will use commercially reasonable efforts to resolve all Incidents as soon as reasonably possible but does not make any representations or warranties as to the timeliness of the resolution of any Incident. The Provider shall resolve all Incidents subject to Section 2.8 (Resolution of Incidents).

4.7     Resolution of Incidents. In the event that the Provider resolves your Incident or makes a determination that no resolution is commercially feasible, the Provider will give you notice via email communication and close the Incident. Alternatively, the Provider may determine whether a support issue raised in an Incident constitutes a bug in the Software ("Software Bug") or a request for a new

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feature ("Feature Request"). If the Provider determines that a support issue raised in an Incident constitutes a Software Bug or a Feature Request, the Provider will close the Incident and determine whether such Software Bug or Feature Request should be forwarded to the development team for further consideration and possible correction or inclusion into the Software. Any information, feedback, ideas or suggestions the Customer provides shall be deemed a Submission. www.TURNSTILES.us shall in its sole discretion determine: (a) whether an Incident has been resolved; (b) whether a resolution is commercially feasible; (c) whether a support issue raised in an Incident constitutes a Software Bug or Feature Request; and (d) whether or not and when to close an Incident. www.TURNSTILES.us will not provide Services for closed Incidents.

## 5. Customer Access

- The Customer may call or email any time to ask questions and to report incidents.
- The Customer may call or email any time for emergency assistance.
- The Customer may call or email any time to schedule non-emergency assistance.
- The Customer may choose to share screens and mouse control for fast and easy assistance.

**Patrick.McAllister@TURNSTILES.us**
**www.TURNSTILES.us/support/**
**+1 303-670-1099**

## EXECUTION

The parties have indicated their acceptance of this Agreement by executing it below.

DATE _____     SIGNATURE _____

DATE _____     SIGNATURE _____

[AGREEMENT SHALL BE IN EFFECT FOR 1 YEAR FROM DATED SIGNATURE]